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Arbitration Original Petition (Com.Div) No.714 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.02.2026

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THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Arbitration Original Petition (Com.Div) No.714 of 2025

Anthony Michael Lazarus

.... Petitioner

Vs.

1.M/s.Maple Foods,
represented by its Managing Partner,
No.10, Alapakam Road,
Valasarawakkam,
Chennai – 600 087.

2.Samudra

3.Anbu Subramanian

4.Lakshmanan

.... Respondents

Arbitration Original Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, praying to appoint a Sole Arbitrator to adjudicate upon the disputes between the petitioner and respondents by virtue of Partnership Deed dated 05.07.2024, entered between petitioner and respondents by directing the respondents to refund the petitioner's investment amount of Rs.5,00,000/- (Rupees Five Lakhs only).

For Petitioner : Mr.D.S.Rajasekaran

For Respondents : Ms.Abhinayashree [R4]



ORDER

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This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 [for brevity 'the Act'] for appointment of an Arbitrator to decide the dispute and differences between the petitioner and the respondents in terms of the Partnership Deed dated 05.07.2024.

2. When the matter came up for hearing on 18.11.2025, this Court passed the following order:

“This petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as 'the Act') to appoint an arbitrator to resolve the dispute arising out of the Partnership Deed dated 05.07.2024.

2. The Partnership Deed provides for referring the dispute for Arbitration under Clause 14 and the same is extracted hereunder:-

“14. In the case of dispute or differences of opinion between partners either on the interpretation of the terms of this deed or any of the partnership affairs the same shall be settled by arbitration. The provisions of the Indian Arbitration Act for the time being shall apply in this regard.”

3. The trigger notice under Section 21 of the Act was issued on 18.12.2024 and the same has also been received by the respondents. Since there was no response, the present petition has been filed before this Court.

4. Notice to the respondents returnable by 16.12.2025. Private notice is also permitted.

Post this petition for hearing on 16.12.2025.”



3. Pursuant to the above order, notice was sent to respondents.

Insofar as respondents 1 to 3 are concerned, paper publication was effected and service of notice was completed and their names have also been printed in the cause. However, there is no appearance for respondents 1 to 3 either in person or through pleader. The fourth respondent is represented through a counsel and the fourth respondent has also filed a counter in this petition.

4. Heard learned counsel for petitioner and learned counsel for fourth respondent.

5. The main ground raised in the counter affidavit is that the partnership deed dated 05.07.2024 is an unregistered document and therefore, such an unregistered deed cannot be construed as a valid agreement under Section 7 of the Act and it cannot be looked into. Learned counsel further submitted that the fourth respondent had left the partnership firm long back and therefore, the fourth respondent has nothing to do with the dispute as among other partners.

6. Learned counsel for fourth respondent, apart from reiterating the stand taken by fourth respondent in the counter affidavit, has also relied



upon the judgment of the Apex Court in ***Jagdish Chander Gupta v. Kajaria Traders (India) Ltd. [AIR 1964 SC 1882]***.

7. In the considered view of this Court, the bar contemplated under Section 69 of the Partnership Act will arise where the suit or proceedings is initiated by an unregistered firm and it is towards enforcement of a right arising out of a contract and such proceedings/suit is initiated against third parties.

8. In the case in hand, the dispute is among the partners and therefore, an unregistered partnership deed will not stand in the way of enforcing an arbitration clause contained in such a document. In any case, the law has been settled by the Larger Bench of the Apex Court in ***Interplay between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, In RE [(2024) 6 SCC 1]***.

9. Insofar as the issue regarding the fourth respondent not participating in the affairs of the partnership firm, the same can only be raised before the Arbitral Tribunal and it will be considered on its own merits and in accordance with law.



10. As on today, there is a valid agreement between the parties in terms of the partnership deed, which contains an arbitration clause and it satisfies the requirement under Section 7 of the Act. The other issues need not be gone into in this petition.

11. In view of the above, this Court appoints Mr.S.R.Sundar, Advocate, 261/127, 2nd Floor, Rohith Towers, Angappa Naicker Street, Chennai – 600 001, E-mail: kasthuriandsundar@gmail.com [Mobile No.94440 55853] as the sole Arbitrator and the Sole Arbitrator is requested to adjudicate the arbitral disputes that had arisen between the parties and render arbitral award by holding sittings in the 'Madras High Court Arbitration Centre under the aegis of this Court' (MHCAC) as per Madras High Court Arbitration Proceedings Rules 2017 and fee of Sole Arbitrator shall be in accordance with the Madras High Court Arbitration Centre (MHCAC) (Administrative Cost and Arbitrator's Fees) Rules 2017.

Accordingly, this petition is disposed of.

23.02.2026

Index:yes/no
Speaking Order/Non-speaking order
NCC:yes/no
gm
5/6



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N.ANAND VENKATESH, J

gm

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